

TRANSFER
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Doc # 2004005408
Book 7843 Page 108

WARRANTY DEED
Statutory Short Form

38-197

We, **LARRY TAYLOR** and **JUNE SAWYER** of Waterville, County of Kennebec, State of Maine, for consideration paid, grant and convey to **SILVERMOUNT, LLC**, a Maine Limited Liability Company with a mailing address of 16 Parkman Brook Lane, Stratham, NH 03885, with Warranty Covenants, the real estate described as follows:

A certain lot or parcel of land, together with the buildings and improvements located thereon, situate in Waterville, County of Kennebec and State of Maine, being more particularly bounded and described as follows, to wit:

Being a part of land developed under the name of Silvermount, said lot being numbered sixty-eight (68) on the Revised Plan of Silvermount made by Harry E. Green, Civil Engineer, on May 16, 1946, which revised plan is on file in the Kennebec County Registry of Deeds in Plan Book 15, Pages 11 and 12, and to which plan reference is made for a more particular description of said lot.

Subject, however, to the following restrictions numbered 1 to 8 which will be binding upon all persons claiming or holding under or through grantee, for a period extending to January 1, 1960, and which, until said date, shall be deemed as covenants running with the title to said land.

1. That said land shall be used only for residential purposes and not more than one residence and the out buildings thereof, such as garage, shall be allowed to occupy said land or any part thereof, at any one time, nor shall said lot be subdivided or sold or leased in parcels, nor shall any building at any time situate on said land be used for business or manufacturing purposes; that no out buildings shall be occupied as a residence prior to the construction of the main building.
2. That no house for more than two (2) families shall be built upon said land and that no single house costing less than six thousand (\$6,000.00) dollars and no double dwelling house costing less than eight thousand (\$8,000.00) dollars shall be built upon said land, and that no building shall be erected or placed on any part of said land nearer to the line of any street upon with said land abuts than twenty-five (25) feet.
3. That all out buildings, including garages, shall not be erected nearer than twenty-five (25) feet from the street line upon which the house to be constructed on said lot shall face, and at least twenty-five (25) feet from any side street, unless said garage is attached to and made a part of the house in which event it shall not be nearer any side street than twenty-five (25) feet.
4. That no placards or advertising signs other than such as relate to the sale or the leasing of said lot, shall be erected or maintained on said lot or any building thereon.
5. That no fences or construction of any kind shall at any time be erected in any position to interfere with the view from residences on adjoining lots.
6. That no cows, horses, goats, swine, hens or dog kennels shall at any time be kept or maintained on said lot or in any building thereon.
7. That if the owner of two or more contiguous lots purchased from the developer desires to improve said lots as one lot, that insofar as such contiguous lots are concerned, the foregoing covenants of restrictions shall be construed as applying to a single lot.
8. Said lot is conveyed with the foregoing restrictions which are conditions of

② m.d.s.s.

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the conveyance affixed to and running with the land; and applicable to all lots hereafter to be sold by the developer in a plot of land known as Silvermount, and for a violation of the term thereof, or any of them by the said grantee, or any person holding or claiming by, under or through the aforesaid grantee, the right is expressly reserved to the developer and his assigns, or the owner of any lot in the plot of land known as Silvermount to proceed at law or in equity to compel compliance with the terms thereof, the developer does not hold himself responsible for the enforcement of the foregoing restrictions.

Together with a right of way in common with others over the streets as shown on Plan of Silvermount, except that it is understood that this deed does not convey to the within grantee any rights in reference to that portion of the street shown on Plan of Silvermount lying between lot sixty-six (66) on the north side and lot sixty-seven (67) and lot sixty-eight (68) on the south side, said proposed road as shown on original Plan of Silvermount having been eliminated by reason of a relocation of lot sixty-seven (67) and lot sixty-eight (68), said relocation being shown by the Revised Plan above referred to made by Harry E. Green, Civil Engineer, on May 16, 1946.

Being the same premises conveyed to Larry Taylor and June Sawyer by Warranty Deed from Estelle L. Maillet dated June 11, 2003, and recorded in the Kennebec County Registry of Deeds in Book 7467, Page 283.

WITNESS our hands and seals this 27th day of February, 2004.

Signed, Sealed and Delivered
in the presence of:

William P. Dubord

Larry Taylor
Larry Taylor

William P. Dubord


June Sawyer
June Sawyer

STATE OF MAINE
COUNTY OF KENNEBEC

Dated: February 27, 2004

Then personally appeared the above named Larry Taylor and June Sawyer and acknowledged the foregoing instrument to be their free act and deed.

Before me,

William P. Dubord 
Notary Public
Print
Name: WILLIAM P. DUBORD
Attorney At Law
Notary Public
My Commission Expires 6/26/2008

Received Kennebec SS.
03/01/2004 11:07AM
Pages 2 Attest:
BEVERLY BUSTIN-HATHEWAY
REGISTER OF DEEDS